

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI171987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ORIX GROWTH CAPITAL, LLC		04/16/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BETTERMENT HOLDINGS, INC.		
Street Address:	27 West 23rd Street, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: DELAWARE		
Company Name:	BETTERMENT LLC		
Street Address:	27 West 23rd Street, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	BETTERMENT FINANCIAL LLC		
Street Address:	27 West 23rd Street, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	BETTERMENT FOR BUSINESS LLC		
Street Address:	27 West 23rd Street, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Limited Liability Company: DELAWARE		
Company Name:	ARGONAUT ASSET MANAGEMENT LLC		
Street Address:	27 West 23rd Street, 6th Floor		
City:	New York		

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State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5448128	

CORRESPONDENCE DATA

Fax Number: 2136272579

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2134579864

Email: dkay@mcguirewoods.com

Correspondent Name: Don Kay

Address Line 1: 355 S. Grand Avenue, Suite 4200

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	2067493-0054
NAME OF SUBMITTER:	Donald Kay
SIGNATURE:	Donald Kay
DATE SIGNED:	04/17/2024

Total Attachments: 4

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**RELEASE OF SECURITY INTEREST IN
INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of April 16, 2024 (“Release”), is made by **ORIX GROWTH CAPITAL, LLC**, a Delaware limited liability company (“Agent”), in favor of **BETTERMENT HOLDINGS, INC.**, a Delaware corporation (“Holdings”), **BETTERMENT LLC**, a Delaware limited liability company (“Betterment”), **BETTERMENT FINANCIAL LLC**, a Delaware limited liability company (“Financial”), **BETTERMENT FOR BUSINESS LLC**, a Delaware limited liability company (“Business”), and **ARGONAUT ASSET MANAGEMENT LLC**, a Delaware limited liability company (“Argonaut” and together with Holdings, Betterment, Financial and Business, collectively, “Grantor”) with its principal place of business located at 27 West 23rd Street, 6th Floor, New York, NY 10010.

WHEREAS, pursuant to that certain (i) Loan and Security Agreement dated as of October 6, 2023 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Loan Agreement”) by and among Grantor, the financial institutions from time to time party thereto as lenders (“Lenders”) and Agent, and (ii) Intellectual Property Security Agreement dated as of October 6, 2023 by and between Grantor and Agent (the “IP Agreement”; the IP Agreement together with the Loan Agreement, collectively, the “Loan Documents”), Grantor granted and conveyed to Agent, for the benefit of Agent and Lenders, a security interest in the entire right, title and interest of Grantor in and to all of Grantor’s Intellectual Property;

WHEREAS, the IP Agreement was recorded with the US Patent and Trademark Office (“USPTO”) on October 9, 2023 at Reel No. 008222, Frame No. 0409, for the trademark listed on Schedule A attached hereto;

WHEREAS, Grantor has informed Agent that the Grantor’s Intellectual Property listed on Schedule A attached hereto is no longer material to the operation of Grantor’s business and requested that Agent consent to the abandonment of such Intellectual Property, which consent, pursuant to Section 3.4 of the Loan Agreement is not to be unreasonably withheld, conditioned or delayed;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of Agent and Lenders, agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement, as applicable.

SECTION 2. Consent. Based on the representations and warranties of Grantor that such Intellectual Property is no longer material to any Grantor’s business, pursuant to Section 3.4 of the Loan Agreement, Agent consents to the abandonment of the Intellectual Property listed on Schedule A attached hereto.

SECTION 3. Release. Agent, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and liens on and security interests in and to the entire right, title, and interest of Grantor in and to all of Grantor’s Intellectual Property listed on Schedule A attached hereto, granted pursuant to the Loan Documents;

(b) re-assigns, grants and re-conveys to the Grantor any and all of the right, title, and interest of Grantor that may have been acquired in and to all of Grantor's Intellectual Property listed on Schedule A attached hereto; and

(c) authorizes the recordation of this Release with the USPTO, at Grantor's expense.

SECTION 4. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

ORIX GROWTH CAPITAL, LLC

By: Jeffrey Bede
Name: Jeffrey Bede
Title: Head of OGC

Address:

2001 Ross Avenue, Suite 1900
Dallas, TX 75201
Attn: General Counsel

SCHEDULE A

TRADEMARKS

Mark	Country	Filing Date	Appln. No.	Reg. No.	Reg. Date	Registrant/Owner
BETTERMENT SPEEDOMETER (image)	USA	09/14/2017	87608137	5448128	04/17/2018	Betterment Holdings, Inc.